



**FAIRFAX COUNTY  
PUBLIC SCHOOLS**

**Department of Financial Services**

Office of Procurement Services  
8115 Gatehouse Road, Suite 4400  
Falls Church, Virginia 22042-1203  
Telephone: 571-423-3550

**NOTE:** Fairfax County Public Schools conducts all procurement activities in accordance with delegated authority from the Purchasing Agent of Fairfax County Government. Bids and proposals in response to FCPS solicitations must be delivered to the above address on or before the date and time stipulated in the solicitation.

**PRE-PROPOSAL CONFERENCE**

**RFP 2000000592  
ENTERPRISE HARDWARE**

An optional pre-proposal conference will be held at Gatehouse Administration Center on January 15, 2013 at Fairfax County Public Schools 8115 Gatehouse Road, Conference Room 3050, Falls Church, Virginia 22042-1203. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

All questions pertaining to this RFP should be submitted in writing to the contract administrator at [mrhoilman@fcps.edu](mailto:mrhoilman@fcps.edu) prior to the pre-proposal conference.


**FAIRFAX COUNTY  
PUBLIC SCHOOLS**
**Department of Financial Services / Office of Procurement Services**

8115 Gatehouse Road, Suite 4400

Falls Church, VA 22042-1203

<http://www.fcps.edu/fs/procurement>

Telephone: 571-423-3550; Fax: 571-423-3576

<b>ISSUE DATE:</b> December 20, 2012	<b>REQUEST FOR PROPOSAL NUMBER:</b> RFP2000000592	<b>FOR: Enterprise Hardware, Services and Repair</b>
<b>DEPARTMENT:</b> Information Technology	<b>DATE/TIME OF CLOSING:</b> February 14, 2013/ 2:00 p.m.	<b>CONTRACT ADMINISTRATOR: : Michelle Hoilman</b> 571-423-3582 or <a href="mailto:mrhoilman@fcps.edu">mrhoilman@fcps.edu</a>

**Proposals** - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

**Note:** Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

**NAME AND ADDRESS OF FIRM:**

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or  
Federal SSN (Sole Proprietor):State Corporation Commission  
Identification Number :Prompt Payment Discount: \_\_\_% for payment within \_\_\_days/net  
\_\_\_daysFairfax Business Prof. & Occupational  
Licensing (BPOL) Tax No.

**By signing this bid, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A.**

**BUSINESS CLASSIFICATION – Described in Appendix B - CHECK ONE:** ☐ LARGE (Y) ☐ SMALL (B)

☐ MINORITY-OWNED SMALL (X) ☐ MINORITY OWNED LARGE (V) ☐ WOMEN-OWNED SMALL (C)

☐ WOMEN OWNED LARGE (A) ☐ NON PROFIT (9)

CHECK ONE: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

State in which Incorporated: \_\_\_\_\_

Vendor Legally Authorized  
Signature

Date

Print Name and Title

Secretary

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Director of the Office of Procurement Services at 8115 Gatehouse Road, Suite 4400, Falls Church, VA 22042-1203 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION



**1. SCOPE OF CONTRACT:**

- 1.1. The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract or contracts through competitive negotiation for the provision of Dell and Hewlett-Packard computer hardware (to include operating system software), peripherals, repair services, repair parts and related services for Fairfax County Public Schools (FCPS).
- 1.2. The intent of this contract is to allow for the following:
  - A. Part I. Purchase of desktops, laptops, servers, printers, monitors, and other peripherals, including but not limited to operating system software (the "Hardware"). (Special Provisions, Paragraph 6)
  - B. Part II. Service of Hardware, to include "as required" sources for in and out of warranty Hardware Repair Service & Support. (Special Provisions, Paragraph 7)
  - C. Part III. Purchase original equipment manufacturer (OEM) and remanufactured parts for the Hardware and other existing computer inventory. (Special Provisions, Paragraph 8)

It is not required that an Offeror submit a proposal for all three parts. It is anticipated that multiple awards will be made as a result of this solicitation.

**2. PRE-PROPOSAL CONFERENCE:**

- 2.1. A pre-proposal conference will be held on January 15, 2013 at 9:30 a.m. in the Fairfax County Public Schools Gatehouse Administration Center I, Conference Center Room 3050, 8115 Gatehouse Road, Falls Church, Virginia 22042-1203. Attendees requiring special services are asked to provide their requirements to the Office of Equity and Compliance at 571-423-3050 or email them at [HROfficeofEquity&Compliance@fcps.edu](mailto:HROfficeofEquity&Compliance@fcps.edu). Please allow seven (7) working days in advance of the event to make the necessary arrangements.
- 2.2. The purpose of the pre-proposal conference is to give potential Offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP, in writing, prior to the pre-proposal conference to [mrhoilman@fcps.edu](mailto:mrhoilman@fcps.edu).

**3. CONTRACT PERIOD AND RENEWAL:**

- 3.1. This contract will begin on date of award and terminate on May 31, 2018 with three - one year renewal options.
- 3.2. The obligation of the County to pay compensation due the contractor under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

**4. PRE-QUALIFICATION:**

- 4.1. Offerors meeting the following qualifications may submit proposals: (Note: The pre-qualifications set forth below must be met in order for a proposal to be considered acceptable and receive further consideration.)
- A. The Offeror shall have been in the business of providing the products and/or services offered for at least five years prior to the closing date of the RFP with K-12 school districts and/or local governments. (Ref. Attachment B Qualifications and Reference Summary).
  - B. Offeror must be an Authorized Reseller and/or Authorized Warranty Service Provider of the products or services offered.

**5. BACKGROUND:**

- 5.1. Fairfax County Public Schools is the twelfth largest school system in the United States with over 181,000 students, 23,000 employees, one hundred thirty nine (139) elementary schools (grades K-5 or 6), twenty three (23) middle schools (grades 6 or 7 and 8), twenty two (22) high schools (grades 9-12), three (3) secondary schools (grades 7-12), and two (2) Alternative High Schools and currently twenty four (24) administrative centers. These facilities are located within Fairfax County. FCPS is a large organization with significant information technology needs. To support this enterprise, FCPS has established a network infrastructure to support over 141,000 personal computers. For more information on FCPS, visit the website at <http://www.fcps.edu>.
- 5.2. FCPS is governed by a twelve-member school board, with one (1) member from each magisterial district and three (3) at-large. The school board appoints a Superintendent who is responsible for day-to-day management of the school system. There are approximately twenty three thousand (23,000) full-time employees in FCPS with ninety three percent (93%) of those employees school-based.
- 5.3. FCPS Department of Information Technology (IT): The current IT architecture for FCPS consists of two (2) general application areas — instructional and administrative. Most schools and administrative centers are equipped with a network of intel –based HP desktops, HP servers, and HP printers; and Dell laptop computers. Local Area Networks (LANS) are primarily Windows based. FCPS currently averages annual purchases of 1,200 HP desktops, 9,500 Dell laptops and 200 HP servers, and 300 printers.
- 5.4. The current installed base for FCPS includes approximately one-hundred and forty one thousand (141,000) computer workstations (including Dell laptops), the majority (99%) are Intel based systems. FCPS Regulation 5021 prohibits purchases of Apple/MAC products with exception of iPads. In addition there are approximately one thousand five hundred (1,500) file servers and approximately 7,500 printers.
- A. The IT Field Services office is responsible for maintaining and repairing all electronics in FCPS. This includes televisions, VCR's, computers, servers, data communications equipment, and computer peripherals. Field Services employs manufacturer certified technicians and functions as the primary warranty service provider for Dell and HP computers.
  - B. IT Field Services will use the awarded contract as a back-up source and peak-period resource supplement. Approximately 95% of these repair requests are for printers; the balance is for other computing devices.
  - C. FCPS' regular working hours are Monday through Friday from 7:30 a.m. until 4:30 p.m., exclusive of recognized holidays.
  - D. The IT Desktop Management office is responsible for developing, testing, and maintaining base software images.

- E. The IT Technology Architecture and Assessment office is responsible for assessing new and emerging technologies and determining their viability for use in FCPS. All computer hardware deployed in FCPS is tested by this office.

## **PART I - HARDWARE PURCHASE:**

6. **HARDWARE PRODUCTS & SERVICES:** The Hardware offered hereunder shall be HP and Dell brand name computers and compatible accessories (reference Special Provisions, Paragraph 5.3 for current FCPS standards).
- 6.1. **COMPUTER EQUIPMENT** - The products described below are the basic types of computer and server equipment in use within FCPS. Computer equipment will be available either direct from the Manufacturer or a Value Added Reseller (herein "VAR"). Note: When submitting a proposal, state the brand name(s) being offered.
- A. **Personal Computer Systems:** - Computer systems shall be Intel-based business grade, computers (PCs) and related system accessories. Accessories shall include mice, keyboards, docking stations and other items that facilitate the use of a computer. Product will include operating system license, software media, and documentation in the hardware shipment. All computers shall be Windows "LOGO" CERTIFIED BY MICROSOFT.
- (i.) **Dell & HP Standard Business Desktop** – will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, mainframe emulation, and other office automation activities. Product will include operating system license, software media, and documentation in the hardware shipment.
- (ii.) **Dell & HP Workstation Class Desktop** – will be used by application developers using GIS, CASE or other high level language development tools, Computer Aided Design and Drafting professionals, Internet application developers or other sophisticated application work. Product will include operating system license, software media, and documentation in the hardware shipment.
- (iii.) **Dell & HP Laptop Computer** – will be used by traveling or remote access users for typical office automation and business productivity use. Laptops shall always have wired and wireless capability. With a port replicator, laptops may also be used as a standard desktop. Product will include operating system license, software media, and documentation in the hardware shipment. Includes Ultrabook class devices.
- (iv.) **Dell & HP Mobile Labs** – will be used in classrooms for the purpose of storing, securing, and recharging 16-32 laptop computers that are used daily for instructional purposes and have the capability of being transported between classrooms.
- (v.) **Dell & HP Media Tablet** – Windows 8 compatible
- B. **Network Server** – will be used as a server in a local area network using Ethernet and IP protocols for workgroups, departments, or in wide area network configurations with a range of multiple attached workstations, printers, and other networked devices. Product will include operating system license, software media, and documentation in the hardware shipment. The County will accept proposals on Intel Servers with 2, 4, 8, and 16 way configurations.
- C. **UNIX Based Systems/ Workstations:** High-capacity Systems and workstations such as HP and DELL, etc. Product will include operating system license, software media, and documentation in the hardware shipment.
- D. **Monitors:** Plug and Play compatible flat screen monitors including the option of touch screen if needed that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity, and which meets all UL and OSHA requirements including but not limited to: UL 1950, CSA C22.2 No. 950, FCC Rules Part

15 Class B, DHHS Rules 21 CFR, Sub Chapter J, ISO-9241-3, MPRII, TCO99 or TCO95, EPA Energy Star, NUTEK.

- 6.2. COMPUTER SOFTWARE: The following software shall be included with the Hardware ordered pursuant to the resultant contract:
- A. Off-the-Shelf Software Packages (PC Diagnostic Tools, drivers, etc.)
  - B. Software Site Licenses (right-to-copy utilities provided for hardware utilization)
  - C. Hardware Documentation (manuals, tutorials, etc.)
  - D. Media Kits
- 6.3. COMPUTER PARTS LIST: Offeror shall provide a manufacturer certified and consolidated "parts list" for parts pertaining to then-current and future standard Hardware platforms to include any generation updates or revisions.
- 6.4. COMPUTER WARRANTIES: All desktops, laptops and servers must have a warranty, to include parts and labor. Describe your warranty processes and levels of services including uplift warranty options and technical support escalation paths.
- A. FCPS requires a three (3) year warranty on desktops, laptops, and servers. FCPS will be the primary warranty service provider for Dell laptop computers.
  - B. Describe your firm's process and experience in reimbursement to a customer for customer-performed warranty repairs.
  - C. Offerors shall be available to handle any overflow computer repairs. Describe your firm's repair service: (a) response and completion times, (b) delivery of warranty repair parts and inventory process, (c) customer service roles and responsibilities.
  - D. All remaining hardware must have a minimum of one (1) year warranty period from the date of delivery or installation date, if installed, to include parts labor and all return delivery costs.

## **PART II - HARDWARE REPAIR SERVICE & SUPPORT:**

7. Qualified Offerors are encouraged to submit a proposal outlining the methods in which the requirements below will be met or exceeded and relevant experiences. Offerors shall include a detailed narrative for each requirement.
- 7.1. FCPS IT Field Services will use the awarded contract as a back-up source and peak-period resource supplement. Approximately 95% of repair requests are for printers; the balance is for other computing devices.
- 7.2. Minimum Qualifications for Hardware Repair Service & Support:
- A. Location: Offeror must have a service depot within a thirty (30) mile radius of Fairfax City, Virginia. If the Offeror does not currently have a service depot within the above limits, the Offeror must establish such depot within thirty (30) days of the award of the contract and must continue to maintain such a location over the life of the contract.
  - B. Corporate Experience: Each Offeror must have a minimum of three (3) current accounts. One (1) of the above three (3) accounts must be a major account. A major account is defined as a customer organization with two hundred fifty (250) or more workstations, no less than two hundred (200) of which are networked. Use the attached reference worksheet in Attachment C to list references.
  - C. Technical Staff.
    - 1. No less than seventy-five percent (75%) of current technician workforce must be A + certified.
    - 2. No less than twenty five percent (25%) of its current technician workforce holds a valid certification in one (1) or more of the following areas:
      - a. Microsoft Certified Systems Engineer (MCSE)
      - b. Microsoft Certified IT Professional (MCITP)

- c. Microsoft Certified Solutions Associate (MCSA)
- d. Microsoft Certified Technology Specialist (MCTS)
- e. AIS - HP ProLiant ML/DL/SL Servers
- f. HP Technical Certified 1 – Imaging and Printing Solutions
- g. Dell Certified Technician

D. Contractor must be a Manufacturer Authorized Warranty Service Provider for HP and Dell.

E. Background Checks. Offeror must comply with the Background Criminal Investigation/Identification Special Provisions, paragraph 40 of this RFP. Additionally, Contractor shall be required to complete Attachment B Contractor and Employee Certification Regarding Criminal Convictions and must meet the following:

1. A new background investigation must be completed if an employee has a break in service for more than 90 days.
2. Contractors will be required to wear photo identification at all times and may be required to apply for and wear a FCPS Contractor Identification Badge.
3. Prior to entering any FCPS building each Contractor (every employee) will be required to review sign and adhere to the Vendor Code of Conduct and Expectations attached as Attachment A. This requires a brief visit to Woodson IT.

7.3. **SERVICE REQUEST/WORK ORDER:** The FCPS standard for service requests/work orders is RequestIT, by BMC Remedy. Contractor will be expected to utilize RequestIT.

A. An authorized FCPS representative will initiate a service request for service using the FCPS RequestIT system (Remedy). It is the responsibility of Contractor to document each service request completing the required fields (approximately 12) within the RequestIT system vendor portal tabs:

1. Technician activity tab
2. Cost/Vendor Summary tab

B. FCPS will provide the successful Contractor with web portal access to the RequestIT application for online work order assignments and processing and will expect Contractor to interface accordingly.

C. Under no circumstance shall work be performed prior to an assigned Change Request (service request) via the Request IT system.

7.4. **HARDWARE SERVICE LEVEL AGREEMENT (SLA):**

A. The following service levels will apply to Hardware:

Service Level (Priority)	Response Time	Completion Time
Critical	4 hours	8 hours
High	8 working hours	16 working hours
Medium	8 working hours	40 working hours
Low	5 working days	30 working days
Depot	N/A	48 working hours

B. To maximize system availability, FCPS expects 95% of all service requests to be completed on site and a first-visit completion rate of at least 85%.

C. For purposes of calculating actual response and completion times, FCPS' regular working hours shall be defined as Monday through Friday from 7:30 a.m. until 4:30 p.m., exclusive of recognized holidays.

D. Response time is defined as the time elapsed in regular working hours (as defined in

Section 7.3.C above) from initiation of a service request until the time when a qualified Contractor representative is on-site to initiate problem determination and corrective action.

For example, an Critical Service Level request (four-hour response time) made at 2:00 p.m. on a Thursday will be satisfactorily met if a qualified Contractor representative is on-site and work commences no later than 9:00 a.m. Friday.

- E. Completion time is defined as the time elapsed in regular working hours from the time a service request is initiated until satisfactory repair/maintenance or replacement of failed equipment.

For example, a High Service Level, request for service made at 10:00 a.m. on a Tuesday will have been satisfactorily met if completion is effected no later than 8:00 a.m. on Thursday of the same week, (i.e., no more than sixteen (16) regular working business hours after the service request was initiated).

- F. Warranty Service when Original Equipment Manufacturer ("OEM") Warranty is in place. (See Attachment D Pricing Summary).

Only Certified Technicians will perform Warranty Service. Offerors are to specify uplift rates for warranty on the Pricing Summary for each performance standard indicated for a given category of equipment:

1. Critical Priority Service is defined as (four) 4 hour response time, regardless of time of day, and eight (8) hour completion time. Contractor's personnel will provide a continuous effort of problem identification and resolution to the fullest degree deemed reasonable and practical.
2. High Priority is defined as eight (8) working hour response time and sixteen (16) working hour completion time.
3. Medium Priority is defined as eight (8) working hour response time and forty (40) working hour completion time.
4. Low Priority is defined as five (5) working days response time and thirty (30) working days completion time.
5. Depot Service is defined as repair/maintenance service provided at Contractor's site. Equipment will be delivered to Contractor's service depot (as set forth in Section 7.1.A) by a FCPS representative. Repairs shall be completed within forty-eight (48) working hours of equipment receipt.

- G. Non-Warranty Service when no OEM warranty is in place. (See Attachment D Pricing Summary)

Offerors are to specify labor rates for Non-Warranty Service on the Pricing Summary for each performance standard indicated for a given category of equipment:

1. Critical Priority Service is defined as (four) 4 hour response time, regardless of time of day, and eight (8) hour completion time. Contractor's personnel will provide a continuous effort of problem identification and resolution to the fullest degree deemed reasonable and practical.
2. High Priority is defined as eight (8) working hour response time and sixteen (16) working hour completion time.
3. Medium Priority is defined as eight (8) working hour response time and forty (40) working hour completion time.
4. Low Priority is defined as five (5) working day response time and thirty (30) working



days completion time.

5. Depot Service is defined as repair/maintenance service provided at Contractor's site. Equipment will be delivered to Contractor's service depot (as set forth in Section 7.1.A) by a FCPS representative. Repairs shall be completed within forty-eight (48) working hours of equipment receipt.
- H. Satisfactory Completion/Acceptance shall be when FCPS representative accepts the repair/maintenance service for all warranty and non- warranty requests.
- I. The Service Level desired (and the corresponding labor rates) will be identified by Field Services when the service request is initiated.
- J. After Hours Service is defined as 4:30 p.m. through 7:30 a.m. Monday through Friday, all day on Saturdays, all day on Sundays and all day on holidays recognized by FCPS. Critical services will be provided at these times and days with four hour response time. Contractor's personnel will provide a continuous effort of problem identification and resolution to the fullest degree deemed reasonable and practical. Vendor will update the FCPS RequestIT system every hour or if a major milestone occurs.
- K. SLA Penalty.
  1. The time in which the Contractor agrees to respond and complete the work is the essence of the contract. If the response and/or completion times for Low, Medium & High priority request to which the Contractor agrees are not met, Contractor understands and agrees that \$25.00 will be deducted, from the total labor charges of the service incident, for each day which exceeds the required response and/or completion times for the specified service level. For Critical request that exceed the specified times to which the Contractor agrees are not met, Contractor understands and agrees that \$25.00, will be deducted, from the total labor charges of the service incident for each hour which exceeds the required response and/or completion times. FCPS agrees to review these penalties with contractor on a case by case basis.
  2. For example, a high priority request eight-hour response and sixteen-hour completion times; Sections 7.3.F and 7.3.G for service initiated at 9:00 am, a satisfactory response would be no later than 9 AM the next day with completion prior to 9:00 AM the next business day. If the actual response is made at 10:00 AM the next day, the response time is (9) nine hours. At this point, a one-hour response violation is incurred. If the problem is resolved and actual completion time is prior to 9:00 AM on the next business day, completion time has been met, and the resulting SLA Credit assessed will be the one (1) hour response violation. However, if the problem is not resolved until 10:00 AM on the next business day, a one (1) hour completion violation is incurred, in addition to the one (1) hour response violation, and the SLA penalty assessed will be two (2) hours @ \$25.00 per hour, totaling a credit of \$50.00.

Note: Habitual offenses, continually failing to meet response and/or completion time requirements, will justify cause for termination of contract.

**7.5. WARRANTY OF REPAIR SERVICES:**

- A. Warranty of all equipment serviced by each Contractor will be for a minimum of ninety (90) calendar days from the date of completion in the RequestIT system. The warranty during this ninety-day period will cover all expenses to restore the warranted equipment to full operating condition to include, but not be limited to, parts, labor, shipping, handling, packaging, insurance and transportation. Warranted services are to be conducted onsite, unless suitable equipment or conditions are not available. Any manufacturer's warranty that extends the warranty period beyond this ninety-day period is to be provided to the FCPS in conjunction with the return of serviced equipment.
- B. Replacement of warranty items will be of equal or greater quality/value than that of the replaced product. No substitutions are allowed without prior consent from Field Services.
- C. A Change Request with a zero balance, indicating the service was under warranty, will be entered. Any extension to the Contractor's warranty period will be updated in the "work detail" tab / "work info" field. Where original manufacturer documentation does not exist for individual items (i.e., bulk purchases), a photocopy or facsimile will substitute. All invoices must contain the serial number when available or another unique identifier when a serial number is not provided for the warranted item.
- D. Where the complete replacement of a part/item (e.g., a system unit, printer, etc.) is required and/or cost-justified, the warranty of replacement units will be based on the manufacturer's standard warranty, and each Contractor agrees to accept items sold as replacement units for warranty service.
- E. Each Contractor must update the "work detail" tab / "work info" field within RequestIT system when removing equipment from a FCPS site. The contractor may opt also to provide in addition to updating RequestIT their own form for use once approved by FCPS. One copy of the form is to be left with an authorized County representative at the site of service.
- F. The integrity of FCPS data is paramount. Offerer must agree to the conditions.
  - 1. All hard drives replaced out of the warranty period will be:
    - a. Returned to Field Services or,
    - b. Offerer will retain old HD's and guarantee that they are degaussed and shredded
  - 2. All hard drives replaced within the warranty period will be returned to the manufacturer

**7.6. INVENTORY REQUIREMENTS:**

- A. Each Contractor must have an adequate on-hand inventory and/or resources available to meet SLA requirements stated in paragraph 7.3. Such resources must be in place at the start of this contract, and shall be maintained over the life of the contract.
- B. Throughout the life of the contract, the successful Contractors will be required to use new Original Equipment Manufacturer (OEM) parts. Generic, remanufactured and refurbished parts may be approved for use, but only when specifically approved, on a select basis at the discretion of FCPS.
- C. Parts/materials provided by Contractors will be compensated based on then-current fair market value of the parts/materials. FCPS will periodically validate price cost.
- D. HP Proliant Model DL380, DL580, ML370, ML530, ML570, and HP Storageworks MSA30 parts to be kept in stock should include, but not be limited to:
  - 1. Memory
  - 2. Hard drives
  - 3. Network adapters

- 4.Host bus adapters
- 5.Motherboards
- 6.Tape drives
- 7.SCSI cards
- 8.RAID controller cards
- 9.Power supplies
- 10. Fans
- 11. Internal cables including SCSI, power, and IDE

### **PART III: HARDWARE OEM AND REMANUFACTURERD PARTS:**

8. Qualified Offerors are encouraged to submit a proposal outlining the methods and relevant experiences in which the requirements below will be met or exceeded. Offerors shall include a detailed narrative for each requirement.
  - 8.1. Equipment Supported: Dell laptops (models D600, D610, D620, D630, E6400,E6410,E6420,LATITUDE XT3), HP desktops (models D530, DC5100, 6000PRO, and 6200PRO), and HP Proliant servers (model DL380 G4 and higher )
  - 8.2. Parts Fulfillment:
    - A. The items listed herein are used for compatibility and standardization purposes. Only the brand name specified will be accepted for these items. These items will be designated "Original Equipment Manufacturer" (OEM). See Pricing Summary Attachment D.
    - B. The brand name(s) and number(s) designed as "Original Equipment Manufacturer" are for specific purposes and therefore cannot be substituted with another brand. Only the brand name specified will be considered for award.
    - C. FCPS also requests refurbished/remanufactured parts as part of this solicitation.
  - 8.3. Parts Warranty:
    - A. All new equipment provided under this contract shall have a minimum one (1) year warranty from date of delivery. Warranty policy shall be described and included with Offeror's proposal.
    - B. All new parts provided under this contract shall have a minimum 120-day warranty period from date of delivery. .
    - C. All refurbished/remanufactured equipment and parts provided under this contract shall have a minimum 30 day warranty period from date of delivery. Refurbished/remanufactured parts and equipment warranty policy shall be issued with proposal submittal.
    - D. Any non-working warranty equipment or parts will be returned to contractor for exchange or credit. No re-stocking fees will apply.
    - E. FCPS would like to have access to order warranty parts via an online portal and to receive reimbursement for warranty repairs.
  - 8.4. All prices/discounts shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract.
  - 8.5. Parts Delivery. Please also reference Special Provisions, Paragraph 16 Delivery.
    - A. FCPS requires that delivery for Parts be made at destination within five (5) business days after receipt of order (ARO), for stocked items and fifteen (15) business days ARO for non-stocked items. If an Offeror cannot deliver these items within that time frame Offeror must specify a time frame, IN DAYS, on the Pricing Summary within which delivery will be made after receipt of order (ARO). Where no delivery time is entered, it is understood that delivery will be five (5) business days ARO for stocked items and fifteen (15) business

days ARO for non-stocked items. Indefinite terms such as "promptly," "stock," "without delay," etc., will not be given consideration.

B. The place of delivery of Parts ordered under this contract shall be:

FCPS – DIT – Woodson  
4107 Whitacre Road  
Fairfax, VA 22032  
Attention: Zovinar Hassan

C. Parts deliveries will be made to the above address between the hours of 7:30 A.M. and 3:30 P.M. Monday – Friday on regular County business days unless other arrangements have been made.

8.6. In addition to Offeror's ability to meet the requirements herein, FCPS will consider alternative approaches as the ongoing support and ability to obtain legacy parts is difficult. (Reference Special Provisions, Paragraph 12.1.I, Tab 9)

9. **VALUE-ADDED & RELATED SERVICES:**

- 9.1. Hardware Lease. Offeror's should describe process and experience with Hardware leasing programs.
- 9.2. Systems Configuration. Provide information on system lifecycle. Preferred system lifecycle should be a minimum of 14 months.
- 9.3. Testing. Describe your firm's in-house quality assurance and testing process for all built equipment.
- 9.4. Asset Management. Describe asset management and tracking capabilities and ability to provide this service and customer's ability to access information directly.
- 9.5. Maintenance. Provide a description of your firm's process and experience with providing hardware maintenance for warranty and non-warranty support, including time frames.
- 9.6. Service & Repair. Provide a description of your firm's process and experience with providing hardware service and repairs for warranty and non-warranty support, including time frames.
- 9.7. Logistical Support. Describe your firm's process and experience including delivery time and scheduling procedures to include large quantities (over 150) at one or more locations., mass storage, order tracking, delivery of complete components, use of product location (local or non-local), DOA/damaged/missing equipment.
- 9.8. Installation. Describe your firm's process and experience with installation services. Include installation scheduling in relation to delivery date/time, process and point of contact for confirmation and/or change to proposed installation date and time,
- 9.9. Imaging. Describe your firm's process and experience with installation of custom software images and providing services for the delivery of custom images of hard drives using tools similar to Symantec Ghost.
- 9.10. Training. Describe your firm's technical hardware training programs both for in-house technical staff and end users. FCPS Field Services technical staff maintains manufacturer certifications and is capable of providing primary warranty service for computers. Describe the process, methods, and time frame in which your firm may accomplish such task. If other training is available, provide details on that as well.
- 9.11. Spare Parts. Describe your firm's experience and ability to provide and deliver spare repair parts. This must include both warranty and out of warranty parts.
- 9.12. Employee/Student Purchase Program. Describe your firm's process and experience with purchase and support for equipment bought under an employee or student purchase program where such purchases are directly between the Vendor and purchaser.

- 9.13. Product Incentives/Credits/Rebates. Describe your firm's product credit, rebate and/or incentive programs, if any.
  - 9.14. Computer Equipment Recovery or Recycling Process. Describe your firm's disposal and recycling process and experience including ability to provide written warranty as to work done, written reports and time frames. Describe in detail exact process, including data destruction procedure, as well as provide proof of assumption of liability for equipment throughout the process.
  - 9.15. Consulting Services. Describe your firm's process and ability to keep Customer's abreast of new products, changes in technology, advanced specification documentation and other market information such as discontinuation, change of process, and manufacturer's roadmaps that might affect acquisition and replacement decisions.
  - 9.16. Bulk Computer Replacements: FCPS central IT office places large orders for replacement hardware shipped to individual schools.
    - A. Pricing. Describe your firm's process and experience in providing bulk pricing on desktops and laptops.
    - B. Delivery. Please describe your firm's process and experience with shipment of large orders. Delivery of complete shipment to each site is required.
    - C. Invoicing. Please describe your firm's process and experience with invoicing large orders. FCPS requires one invoice for each purchase order.
  - 9.17. Project Management. Describe your firm's process and experience including delivery time and scheduling procedures, mass storage, use of product location (local or non-local), DOA/damaged/missing equipment. Describe your firm's experience with a group of organized one-time work activities with a specific scope, goals, schedule, budgets and deliverables. For example, implementing new tools or processes to improve productivity, increase quality or reduce costs, and range from large Install/Move/Add/Change projects to Operating System or Network Operating System migration.
  - 9.18. Customer Service: Offeror shall describe its ability to establish and provide a dedicated point of contact, phone number and email address for inquiries to request quotes, order status and related questions (billing may be handled separately).
  - 9.19. Describe your company's capacity to employ Electronic Data Interface (EDI), telephone, facsimile, electronic, retail and internet ordering, and include a specific proposal for the electronic processing of orders. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
  - 9.20. E-Commerce. Offeror shall describe its E-Commerce capabilities, including but not limited to a dedicated web-based product catalog, capabilities for online ordering, maintaining up-to-date products, as-built product components per tracking number, repair parts service manuals, pricing, product availability, order tracking and technical support.
  - 9.21. Describe your company's internal management system for processing orders from point of customer contact through delivery and billing. Please state: 1) If your internet ordering system is OBI (open buying on the internet) compatible; and 2) If you use a single system or platform for all phases of the ordering, processing, delivery and billing.
10. **MARKETPLACE.** Fairfax County Government and FCPS implemented SAP as its Enterprise Resource Planning system. Offeror shall describe its E-Commerce capabilities and experience within the SRM (supplier resource management/procurement) module of SAP. Capabilities should include a dedicated web-based catalog, online ordering, and maintaining up-to-date products and pricing. Contractor shall provide a detailed narrative on its ability and experience to meet the following minimum requirements for Part I Hardware:
- 10.1. Be able to receive purchase order documents via CXML or through a browser-accessible web portal.
  - 10.2. Accept Master Card and shall be able to pass level III credit card data including but not limited to Transaction Date, transaction amount, purchase order number, chart of account name, line

- item description, line item part ID, line item number of item purchased, line item total amount, line item unit of measure.
- 10.3. Not process debit and credit on same transaction record
  - 10.4. Be able to process credits without purchaser's intervention
  - 10.5. Not charge taxes
  - 10.6. Not charge freight.
  - 10.7. Provide return procedures
  - 10.8. Establish punch-out connection to a web catalog. The catalog will contain FCPS/County approved products and up-to-date pricing.

## 11. **INVOICING/REPORTS:**

### 11.1. Part I Hardware Purchase Invoicing:

- A. FCPS requires invoices to be issued in the same format the purchase order. If multiple shipments are required for a single line item on a purchase order, Contractor will issue its invoice for that item, not the components which comprise that item or the components as they are shipped.
- B. Please provide a sample invoice.
- C. Please describe your firm's ability to provide consolidated invoices for Hardware with multiple components.

### 11.2. Parts II and III Hardware Repair Service & Support Invoicing:

- A. Each Contractor shall submit a Summary Invoice once each month, listing the Change Request numbers of each service request made during the monthly billing period to the **BILL TO** address shown on the Purchase Order.
  - B. The invoice shall contain the applicable Purchase Order number, and the name of the FCPS site receiving the services.
  - C. A summary Invoice, containing multiple Change Requests, shall be generated on a weekly or bi-monthly basis and are to be sorted by service completion date, FCPS Work order number with the corresponding Work Orders.
- 11.3. FCPS will not be liable for any service charges not invoiced within twelve (12) months from the date on which the service was provided.
  - 11.4. Contractor must work with FCPS in good faith to resolve disputed invoices within sixty (60) days of notification by FCPS and the Contractor will not impose late charges or disconnect service on such disputed invoices.
  - 11.5. All invoices prepared by the Contractor must reflect the tax-exempt status of FCPS.
  - 11.6. Contractor must identify a primary point of contact for the purpose of invoicing and to address any related issues.
  - 11.7. Contractor must maintain all records in compliance with federal and state regulations. The Contractor(s) must submit to each program administrator, monthly statistical reports and an annual tabulated report
  - 11.8. Contractor must invoice each County department using the final contract separately. Invoices for all users of the contract must meet County requirements, unless otherwise indicated. The Contractor must send each department an itemized monthly invoice (or as agreed to between the parties), which must include the information listed below:
    - A. Employee name;
    - B. The name of the County department;
    - C. Date of services
    - D. The type of services; and,
    - E. The itemized cost for each item/service.

12. **TECHNICAL PROPOSAL INSTRUCTIONS:** The Offeror must submit the Technical Proposal in a separate binder from the Cost Proposal. The Technical Proposal must contain a narrative addressed separately to the appropriate Tab numbers below for each of the tasks and attachments described in this RFP. This narrative includes, but is not limited to: a description of phases, segments, flow charts, discussion of changes, milestones, and deliverables. The proposal should also describe plans to support unexpected issues and alternative approaches. This information will be considered the minimum content of the proposal.

12.1. The Technical Proposal contents must be arranged in the same order and identified with the appropriate tab numbers as defined below.

- A. **TAB 1 – COVER LETTER:** The Cover Letter will provide a brief history of the Offeror and its organization. The letter will indicate the principal or officer of the Offeror organization who will be the County's primary point of contact during negotiations.

This individual must have the authority to negotiate all aspects of the scope of services and provisions on behalf of the Offeror. An officer authorized to bind the Offeror to the terms and conditions of this RFP must sign the cover letter transmitting the proposal. This section will also contain the following:

1. County of Fairfax Acceptance Agreement (Cover Sheet, DPSM32)
2. Special Provisions & Specifications
3. APPENDIX A (General Conditions and Instructions to Bidders)
4. APPENDIX B (RFP Checklist, BPOL Form, Debarment/Suspension Certification, Listing of Local Public Bodies, Business Classification Schedule, Subcontractor's Notification Form)
5. Signed ATTACHMENT A– VENDOR CODE OF CONDUCT
6. Signed ATTACHMENT B– CONTRACTOR AND EMPLOYEE CERTIFICATION REGARDING CRIMINAL CONVICTIONS

- B. **TAB 2 – EXECUTIVE SUMMARY:** The Executive Summary will present in brief and concise terms, a summary level description of the contents of the proposal.

- C. **TAB 3 – OFFEROR QUALIFICATIONS:** This section will provide a complete overview of the qualifications of the Offeror and must contain the following information, at a minimum.

1. Organizational and Staff Experience: The Offeror must describe in detail its qualifications and experience which enable the organization to perform the work described in this RFP. The statement of organizational and staff experience must also incorporate responses to the sections listed below. Any information about experience should include direct experience with the specific subject matter.
  - a) Pre-Qualification Requirements: The Offeror must address all of the pre-qualifications as defined in Section 4– PRE-QUALIFICATION and provide a narrative demonstrating that the organization can meet the requirements.
  - b) The Offeror shall have been in the business of providing the products and/or services offered for at least five years prior to the closing date of the RFP with K-12 school districts and local governments. (Ref. Attachment B Qualifications and Reference Summary).
  - c) Authorized Reseller: Offeror must provide proof that they are an Authorized Reseller and/or Authorized Warranty Service Provider of the products or services offered.
2. Personnel: Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project should be identified. Information is required which will show the composition of the task or work group, its specific

qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this project. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.

- a) Resumes of staff and proposed consultants are required indicating education, background, recent relevant experience with the subject matter of the project. Current telephone numbers must be included.
  - b) A staffing plan is required which describes the Offeror's proposed staff distribution to accomplish this work. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project. It is mandatory that this section identify the key personnel who are to work on the project, their relationship to be contracting organization, and amount of time to be devoted to the project. This includes Consultants, as well as regular employees of the Offeror, if relevant.
  - c) The personnel named in the Technical Proposal will remain assigned to the project throughout the period of this contract. Notification of a change in personnel, particularly the account, inside sales or ordering representatives, shall be made to the contract administrator in advance of any change.
3. Financial Statements: The Offeror must provide an income statement and balance sheet from the most recent reporting period.
  4. References: The Offeror must provide a minimum of three (3) reference contracts of similar size, scope, and complexity to the requested services in this RFP, for at least five years prior to the closing date of the RFP with K-12 school districts and local governments. Reference Attachment C – Qualifications and Reference Summary for the required format.
- D. **TAB 4 – PART I DELL/HP HARDWARE**: This section will be comprised of a statement and discussion of the requirements as analyzed by the Offeror understanding the approach for the operational requirements as defined in Special Provisions Paragraph 6 – HARDWARE PURCHASE, to include the Offeror's ability to meet the minimum requirements set forth herein. Sufficient detail shall be provided to demonstrate the Offeror's understanding, ability and/or willingness to satisfy all specified requirements.
  - E. **TAB 5 – PART II REPAIR SERVICE/SUPPORT**: This section will be comprised of a statement and discussion of the requirements as analyzed by the Offeror understanding the approach for the operational requirements as defined in Special Provisions Paragraph 7 – HARDWARE REPAIR SERVICE & SUPPORT, to include the Offeror's ability to meet the minimum requirements set forth herein. Sufficient detail shall be provided to demonstrate the Offeror's understanding, ability and/or willingness to satisfy all specified requirements.
  - F. **TAB 6 – PART III PARTS**: This section will be comprised of a statement and discussion of the requirements as analyzed by the Offeror understanding the approach for the operational requirements as defined in Special Provisions Paragraph 8 – HARDWARE OEM AND REMANUFACTURED PARTS, to include the Offeror's ability to meet the minimum requirements set forth herein. Sufficient detail shall be provided to demonstrate the Offeror's understanding, ability and/or willingness to satisfy all specified requirements
  - G. **TAB 7– VALUE ADDED SERVICES**: This section will be compromised of a statement and discussion of items listed in this section. This should include Offeror's ability to provide value-added services as outlined in Special Provisions, paragraph 9.



- H. **TAB 8 – REPORTS AND INVOICING:** This section will be comprised of a statement and discussion of items listed in this section. This should include Offeror's ability to provide reports listed and invoices as outlined in Special Provisions, paragraph 1.
- I. **TAB 9 – ALTERNATIVE APPROACH/TREATMENT OF THE ISSUES:** In this section, the Offeror may also comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the issues presented and may propose alternative approaches.

### 13. **COST PROPOSAL INSTRUCTIONS:**

- 13.1. The Offeror must submit the Cost Proposal in a separate binder fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee. The cost of each task or segment of the task shall be itemized. Offerors must provide a price breakdown for each service separately, as well as totals for service provided together if price differs.
- 13.2. The Cost Proposal contents must be arranged in the same order and identified with the appropriate tab numbers as defined below.
  - A. **TAB 1 – Part I - HARDWARE:** Offerors must provide price breakdown for the Hardware, as stated in Section 6. Reference Attachment D – PRICING SUMMARY SHEET.
  - B. **TAB 2 – SERVICE AND REPAIR:** Offerors must provide price breakdown for Services, as stated in 7 to include: Hourly services. Reference Attachment D – PRICING SUMMARY SHEET for format.
  - C. **TAB 3 – PARTS:** Offerors must provide price breakdown for parts, as stated in Section 8 to include: Reference Attachment D- PRICING SUMMARY SHEET for format.
  - D. **TAB 4 – VALUE ADDED SERVICES**

The cost of each task or segment of the task shall be itemized.

- a. Offerors must provide a price breakdown for each service separately as well as totals for services provided together if price differ.
- b. Breakdown of direct labor and labor overhead costs including number of man-hours and applicable actual or average hourly rates, overhead rate and supporting schedule.
- c. Travel and per diem or subsistence costs, if any supported by breakdown including destination, duration and purpose.
- d. Breakdown of other expenses such as clerical support, other overhead costs, supplies, etc.

**Caution: Failure to break down cost elements may render the Cost proposal non-responsive.**

### 14. **PRICING:**

- 14.1. Contractor represents to FCPS that the pricing offered under this Contract is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to similarly situated customers. Contractor's pricing shall be evaluated on either an overall project basis or FCPS' actual usage for more frequently purchased Hardware.
- 14.2. Pricing for Parts I and III will be a Percentage Discount.
  - A. All discounts shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this contract. Percentage discounts include all costs associated with purchase of the items specified, including materials, supervision, labor,

transportation, delivery, and related costs. No other charges shall be allowed. Discounts stated shall be firm for the full term of this contract.

- B. Offeror shall provide nationally recognized or industry standard price lists from which the stated discounts are to be applied.
  - C. Offerors are encouraged to provide price lists in electronic format (i.e., disc, CD Rom, etc.) or preferably, via URL. Updates and/or changes to URLs shall be communicated by Contractor to the Office of Procurement Services and directly to the requesting to the FCPS school or department.
  - D. After contract award and during the life of the contract, FCPS reserves the right to request pricing from additional price sources, such as recommended retail price lists, discount price lists, or cost-plus prices based on the stage of certain products during its life cycle.
  - E. Contractors may periodically offer promotional pricing or special offers to FCPS when products are end of life and/or there are platform changes. Any promotional pricing or special offers will be separate from the contracted discounts as the result of a contract award.
  - F. Supporting documentation (price lists) shall be provided indicating the frequency of price changes, how the price changes will be communicated to FCPS, and how the pricing structure will be maintained.
  - G. State the number of calendar days for which price quotes will remain valid. Note that statements on the price quote such as, "Prices are subject to change without notice," will not in any way diminish the obligation to supply goods and services at the prices quoted, so long as the County or FCPS places an order within the period of validity.
- 14.3. Pricing for Part II will be at the hourly rates outlined in the Pricing Summary, Attachment D.
  - 14.4. The subsequent contract will be a firm-fixed price agreement. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling the requirements of the contract during the first 365 days. Changes in cost for any subsequent contract years may be based on the Consumer Price Index (CPI-U), Table 10, U.S. City Averages, or other relevant indices.
  - 14.5. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.).
  - 14.6. Price decreases shall be made in accordance with paragraph 43 of the General Conditions & Instructions to Offerors. (Appendix A)
  - 14.7. Volume purchase and special incentive pricing discounts may apply. FCPS may from time to time have the need for a large individual spot purchase, warranting special pricing. Competitive bidding procedures with the contractors shall be permitted in these cases.

## **15. METHOD OF ORDERING:**

- 15.1. The County may use three (3) different methods of placing orders from the final contract: Purchase Orders (PO's); Value Purchase Orders (VPO); and, approved County procurement cards.
- 15.2. A Value Purchase Order (VPO) may be issued to the Contractor on behalf of each County Agency who will be ordering items or services covered in the contract. The VPO indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia. Each VPO will cite a specific period of time, and will indicate an

agency authorization order code to be used when ordering to identify those employees authorized to place calls. A not to exceed dollar limitation will be indicated on the VPO.

- 15.3. Orders may be placed orally by authorized employees of the County identifying themselves with their agency authorization order code and their name. The Contractor may contact agency personnel listed on the Purchase Order to verify the authorization of the employee placing the call.
- 15.4. A Purchase Order (PO) may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 15.5. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement Card is currently a Master Card. Contractors are encouraged to accept this method of receiving orders.
- 15.6. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates.
- 15.7. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.

## 16. DELIVERY

- 16.1. FCPS central IT office places large orders for replacement hardware shipped to individual schools. Please describe your firm's process and experience with consolidated shipment of large orders.
- 16.2. FCPS requires that delivery for Parts be made at destination within five (5) business days after receipt of order (ARO), for stocked items and fifteen (15) business days ARO for non-stocked items. If an Offeror cannot deliver these items within that time frame Offeror must specify a time frame, IN DAYS, on the Pricing Summary within which delivery will be made after receipt of order (ARO). **Where no delivery time is entered, it is understood that delivery will be five (5) business days ARO for stocked items and fifteen (15) business days ARO for non-stocked items.** Indefinite terms such as "promptly," "stock," "without delay," etc., will not be given consideration.
- 16.3. Parts deliveries will be made to the above address between the hours of 7:30 A.M. and 3:30 P.M. Monday – Friday on regular County business days unless other arrangements have been made. The place of delivery of Parts ordered under this contract shall be:

FCPS – DIT – Woodson  
4107 Whitacre Road  
Fairfax, VA 22032  
Attention: Zovinar Hassan
- 16.4. The County may pickup orders from Contractor when it is in the best interest of the County. In these instances the Contractor shall release the materials only to the designated representatives of the County Agency authorized to place and pick up orders.
- 16.5. Except as specified, deliveries will be made to Fairfax County and FCPS locations typically between the hours of 8:30 a.m. and 3:00p.m. on regular business days unless other arrangements have been made. Delivery location shall be stated on each purchase order issued.
- 16.6. Contractor will ensure that all items are delivered fully assembled, or assembled by vendor on site (if required). Contractor will assure that all items are packed in accordance with prevailing commercial practices and delivered in first class condition.

- 16.7. When the purchase order calls for delivery to a specific location (other than door delivery) Contractor will deliver in accordance with the delivery instructions on the purchase order and shall perform inside delivery. If security or other public safety concerns dictate that advance notice of delivery be provided, this requirement will be so stated on the purchase order and provided at no additional charge.
- 16.8. Contractor shall authorize immediate replacement of any item that has been damaged in transit.
- 16.9. Orders placed under this contract for delivery placed by PO or Procurement Card or for pick up by an authorized representative, shall be supported by the Contractor's Sales/Delivery Ticket. The Contractor's Sales/Delivery Ticket shall contain the following information:
1. Contractor's Name
  2. Purchase Order
  3. Date of Purchase
  4. Itemized list of supplies furnished
  5. Quantity, unit price and extension of each item, and total, less any applicable trade discount in accordance with the Contract.
  6. Name of authorized representative ordering the supplies
  7. Name of Fairfax County Agency receiving the supplies.
- 16.10. In all instances, the Contractor will prepare a Sales/Delivery Ticket, whether delivery is made by the Contractor or pick up is made by a Fairfax County representative at the Contractor's place of business. The Contractor's Sales/Delivery Ticket will be signed, by the Fairfax County representative, with a copy being retained by the Contractor.

**17. CONSULTING SERVICES:**

- 17.1. The Contractor's staff must be available for consultation with County staff on an as-needed basis during the solicitation process between 8:00 AM and 5:00 PM, Monday through Friday.

**18. TRADE SECRETS/PROPRIETARY INFORMATION:**

- 18.1. Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials.
- 18.2. The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the offeror.

**19. CONTACT FOR CONTRACTUAL MATTERS:**

- 19.1. All communications and requests for information and clarifications shall be directed to the following procurement official:

Michelle Hoilman, Contract Administrator  
Fairfax County Public Schools  
Office of Procurement Services  
8115 Gatehouse Road, Suite 4400  
Falls Church, Virginia 22042-1203  
Telephone: 571-423-3580  
Email: [mrhoilman@fcps.edu](mailto:mrhoilman@fcps.edu)

- 19.2. No attempt shall be made by any offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see paragraph 24.3).

**20. REQUIRED SUBMITTALS:**

- 20.1. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP will result in the disqualification of the Offeror's proposal.

21. **SUBMISSION OF PROPOSAL:**

- 21.1. One (1) original (duly marked) and seven (7) copies of the Technical proposal in a separate binder, and 12 copies of the Technical proposal in CD or flash drive/USB format. One (1) original (duly marked) and seven (7) copies of the Cost proposal in a separate binder, and 12 copies of the Cost Proposal in CD or flash drive/USB format. Proposals shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the Offerors name and address on the outside of the package. The Offeror must include a notarized statement that the CD version is a true copy of the printed version. Electronically stamped delivery receipts are available.

Michelle Hoilman, Contract Administrator  
Department of Financial Services  
Office of Procurement Services  
8115 Gatehouse Road  
Suite 4400  
Falls Church, VA 22042-1203  
Telephone: 571-423-3550

- 21.2. Offerors are reminded that changes to the request for proposal, in the form of addenda, are often issued between the issue date and within three (3) days before the due date of the solicitation. All addenda **MUST** be signed and submitted to the Office of Procurement Services, 8115 Gatehouse Road, Suite 4400, Falls Church, VA 22042-1203 before the due date/time or must accompany the proposal. Notice of addenda will be posted on eVA and the DPSM current solicitation webpage. It is the Offeror's responsibility to monitor the web page for the most current addenda at <http://www.fairfaxcounty.gov/solicitation/>.
- 21.3. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 21.4. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages the use of recycled paper, therefore it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- 21.5. The proposal shall consist of:
- a. Cover sheet (DPSM32)
  - b. Technical proposal as required in the Special Provisions, Paragraph 12, **TECHNICAL PROPOSAL INSTRUCTIONS.**
  - c. Cost proposal as required in the Special Provisions Paragraph 13, **COST PROPOSAL INSTRUCTIONS.** (Appendix B must be included in the Cost proposal).
- 21.6. By executing the cover sheet (DPSM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

**22. LATE PROPOSALS:**

- 22.1. Proposals received in the Office of the County Purchasing Agent after the date and time prescribed shall not be considered for contract award and shall be returned to the offeror.

**23. PERIOD THAT PROPOSALS REMAIN VALID:**

- 23.1. Proposals will remain valid for a period of one-hundred and eighty days (180) calendar days after the date specified for receipt of proposals.

**24. BASIS FOR AWARD:**

- 24.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 24.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below. Based upon this review, the cost proposals of the highest rated offeror(s) will then be reviewed.
- 24.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in Paragraph 19 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an offeror from the procurement process.
- 24.4. Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the County Purchasing Agent to make oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror.
- 24.5. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.
- 24.6. Proposal Evaluation Criteria

The following factors will be considered in the award of this contract:

- a. Qualification of firm with appropriately qualified and experienced personnel.
- b. Depth of response to the Special Provisions Paragraph 6, **Hardware**
- c. Depth of response to the Special Provisions Paragraph 7, **Hardware Repair Service and Support**
- d. Depth of response to the Special Provisions Paragraph 8, **Parts Hardware**
- e. Depth of response to the Special Provisions Paragraph 9, **Value Added Services**
- f. Depth of response to the Special Provisions Paragraph 10, **Marketplace**
- g. Depth of response to Special Provisions Paragraph 11, **Reports and Invoicing**
- h. Depth of response to Special Provisions Paragraph 13, **TECHNICAL PROPOSAL**

**INSTRUCTIONS** and methodology of approach

- i. Reasonableness of cost proposal(s). Discount model, based on nationally recognized/industry standard price list.
- 24.7. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual Offerors and to contact references provided with the proposal.
- 24.8. The County Purchasing Agent may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.
- 24.9. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, offerors should provide complete, thorough proposals with the offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, offerors should submit such additional material in a timely manner.
- 24.10. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.
- 24.11. The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

**25. INSURANCE:**

- 25.1. The contractor is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project, whether owned by the contractor or by the County. The contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted work.
- 25.2. The Contractor shall, during the continuance of all work under the Contract provide the following:
  - a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
  - b. The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage's for explosion, collapse, and underground hazards, where required.
  - c. The contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work will be insured under either a standard Automobile Liability policy, or a Comprehensive General Liability policy.
  - d. The contractor agrees to maintain Professional Liability insurance in the amount of

\$1,000,000 per occurrence/aggregate to cover each individual professional staff.

- e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
  - f. Rating Requirements:
    - 1. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VI.
    - 2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
  - g. Indemnification: Article 63 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.
  - h. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.
  - i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the contractor while in their care, custody and control for use under this contract.
- 25.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five day written notice to the County Purchasing Agent and/or Risk Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 25.4. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 25.5. The County of Fairfax, its employees and officers shall be named as an additional insured in the Automobile, General Liability and Professional Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.

**26. PAYMENTS:**

- 26.1. The County will pay the Contractor based upon completion, acceptance, and approval by the County of each task outlined.

**27. CHANGES:**

- 27.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Contractor. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 27.2. No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.



**28. DELAYS AND SUSPENSIONS:**

- 22.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 22.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 22.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

**29. ACCESS TO AND INSPECTION OF WORK:**

- 29.1. The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

**30. PROJECT AUDITS:**

- 30.1. The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the Contractor under the following conditions:
- a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
  - b. In the event of a disagreement between the Contractor and the County on the amount due the Contractor under the terms of this contract;
  - c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
  - d. If it becomes necessary to determine the County's rights and the Contractor's obligations under the Contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.
- 30.2. These provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.
- 30.3. Unless otherwise provided by applicable statute, the Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.

- 30.4. Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.
- 30.5. Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.

**31. DATA SOURCES:**

- 31.1. The County will provide the Contractor all available data possessed by the County that relates to this contract. However, the Contractor is responsible for all costs for acquiring other data or processing, analyzing or evaluating County data.

**32. SAFEGUARDS OF INFORMATION:**

- 32.1. Unless approved in writing by the County Purchasing Agent, the Contractor may not sell or give to any individual or organization any information, reports, or other materials given to, prepared or assembled by the Contractor under the final contract.

**33. ORDER OF PRECEDENCE:**

- 33.1. In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).

**34. SUBCONTRACTING:**

- 34.1. If one or more subcontractors are required, the contractor is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Business Assistance <http://www.dba.state.va.us>; the Virginia Department of Minority Business Enterprise <http://www.dmbe.state.va.us>; local chambers of commerce and other business organizations.
- 34.2. As part of the contract award, the prime contractor agrees to provide the names and addresses of each subcontractor, that subcontractor's status as defined by Fairfax County, as a small, minority-owned and/or woman-owned business, and the type and dollar value of the subcontracted goods/services provided. Reference Appendix B to this solicitation.

**35. USE OF CONTRACT BY OTHER PUBLIC BODIES:**

- 35.1. Reference Paragraph 75, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer. (See Appendix B for sample listing).
- 35.2. It is the Contractors responsibility to notify the public body(s) of the availability of the It is the Contractors responsibility to notify the public body(s) of the availability of the contract(s).

- 35.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 35.4. Each public body has the option of executing a separate contract with the Contractor(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
- 35.5. Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Contractor.

**36. NEWS RELEASE BY VENDORS:**

- 36.1. As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation will not be made by a contractor without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

**37. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**

- 37.1. Fairfax County Government is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment.

Your acceptance of this contract acknowledges your commitment and compliance with ADA.

- 37.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Office of Equity and Compliance at 571-423-3050 or email them at [HROfficeofEquity&Compliance@fcps.edu](mailto:HROfficeofEquity&Compliance@fcps.edu) Please allow seven (7) working days in advance of the event to make the necessary arrangements.

**38. HIPAA COMPLIANCE:**

- 38.1. Fairfax County Government has designated certain health care components as covered by the Health Insurance Portability and Accountability Act of 1996. The successful vendor will be designated a business associate pursuant to 45 CFR part 164.504(e) of those agencies identified as health care components of the County, including the Fairfax-Falls Church Community Services Board, upon award of contract. The successful vendor shall be required to execute a Fairfax County Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. These laws and regulations include, but are not limited to: (1) HIPAA – 42 USC 201, et seq., and 45 CFR Parts 160 and 164; and (2) Va Code – Title 32.1, Health, § 32.1-1 et seq. The vendor shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.
- 38.2. Further information regarding HIPAA Compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.

**39. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

- 39.1. Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State

Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information may not receive an award

**40. BACKGROUND CRIMINAL INVESTIGATION/IDENTIFICATION:**

- 40.1. By the signature of its authorized official on the response to this solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The Contractor agrees to remove from the contract any employee, agent or subcontractor who has been determined by the School Board to be disqualified from service due to such convictions or the failure to truthfully report such convictions.
- 40.2. The Contractor shall immediately notify the FCPS contract administrator if any Contractor or employee of said Contractor providing services under the contract is arrested or indicted as a defendant in Virginia or any other jurisdiction. FCPS reserves the right to require that the employee be suspended from working on the contract until the charge(s) is adjudicated. This requirement does not apply to minor traffic violations, not requiring the appearance of the employee in court, unless the charge includes the illegal possession, distribution, use or influence of drugs or alcohol.
- 40.3. Due to enhanced security measures, Contractor employees/representatives are required to have photo identification and be able to present same upon request. Contractor employees/representatives shall report to the appropriate administrative and/or main office each time a site is visited. **All Contractor employees will be required to wear a company picture ID badge, or temporary name tag, issued by the County, clearly visible above the waist.** Contractor employees/representatives who arrive at the County/School facility without appropriate identification badges will immediately be dismissed from the job site.
- 40.4. Failure to comply with the above requirements may result in termination of the contract.

# COUNTY OF FAIRFAX COMMONWEALTH OF VIRGINIA

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

**1. AUTHORITY** -The Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order (except for capital construction projects) issued by the County of Fairfax. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the County Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void and the County shall not be bound thereby.

### 2. DEFINITIONS-

**AGENCY:** Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

**BEST VALUE:** As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

**BID:** The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

**BIDDER/OFFEROR:** Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

**CONSULTANT SERVICES:** Any type of services required by the County, but not furnished by its own employees, which is in its nature so unique that it should be obtained by negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

**CONTRACTOR:** Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

**COUNTY:** County of Fairfax.

**GOODS:** All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

**INFORMALITY:** A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

**INVITATION FOR BID (IFB):** A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

**PROFESSIONAL SERVICES:** Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the Fairfax County Purchasing Resolution).

**PURCHASING AGENT:** The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

**QUICK QUOTE (QQ):** A method of competitive bidding for the purchase or lease of goods, non professional services or for the purchase of insurance, construction, or construction management when the estimated cost thereof shall be less the \$50,000.

**REQUEST FOR PROPOSAL (RFP):** A request for an offer from prospective offerors which will indicate the general terms which are

sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

**RESPONSIBLE BIDDER/OFFEROR:** An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required. (Reference paragraph 24, General Conditions and Instructions to Bidders).

**RESPONSIVE BIDDER/OFFEROR:** An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

**SERVICES:** Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

**SOLICITATION:** The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an Open Market Procurement (OMP), or telephone calls to prospective bidders.

**STATE:** Commonwealth of Virginia.

### **CONDITIONS OF BIDDING**

**3. BID FORMS-**Unless otherwise specified in the solicitation, all bids shall be submitted on the forms provided, to include the bid Cover Sheet and Pricing Summary(s), properly signed in ink in the proper spaces and submitted in a sealed envelope or package. The item pages of the Pricing Summary which do not include any items for which a bid is required need not be included in the submission of a bid.

Should the bid prices and/or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

#### **4. LATE BIDS & MODIFICATIONS OF BIDS-**

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
  1. It was sent by registered or certified mail not later than the fifth (5th) calendar date prior to the date specified for receipt of the bid/modification; or
  2. The bid/modification was sent by mail and it is determined by the County Purchasing Agent that the late receipt was due solely to mishandling by the County after receipt at the address specified in the solicitation.
- b. If an emergency or unanticipated event or closing interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in the solicitation, the due date/time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal County business operations resume.
- c. The official time used for receipt of bids/modifications is the Bid Clerk's time and date stamp clock located in the Department of Purchasing and Supply Management. All bidders are responsible for ensuring all bids/modifications are received prior to the scheduled due date/time.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

#### **5. WITHDRAWAL OF BIDS-**

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder shall give notice in writing to the Purchasing Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.
- b. A bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
  1. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the County Purchasing Agent in

writing.

2. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the County Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the County may exercise its right of collection.
  - c. No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
  - d. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
  - e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
  - f. If the county denies the withdrawal of a bid under the provisions of this paragraph, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.
  - g. Work papers, documents, and materials submitted in support of a withdrawal of bids may be considered as trade secrets or proprietary information subject to the conditions of the Virginia Freedom of Information Act.
- 6. ERRORS IN BIDS-**When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
- 7. MAILING OF BIDS –** All bids and proposals submitted in response to a Fairfax County solicitation shall be submitted in a sealed envelope or package identified with the solicitation number, title, bidder's name and address, and due date/time of opening/closing clearly marked on the outside of such envelope or package.
- 8. COMPLETENESS-**To be responsive, a bid must include all information required by the solicitation.
- 9. ACCEPTANCE OF BIDS/BINDING 90 DAYS-**Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
- 10. CONDITIONAL BIDS-**Conditional bids are subject to rejection in whole or in part.
- 11. BIDS FOR ALL OR PART-**Unless otherwise specified by the County Purchasing Agent or by the bidder, the Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict his or her bid to consideration in the aggregate by so stating but shall name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
- 12. AREA BIDS-**For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Summary, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
- 13. TIME FOR RECEIVING BID-**Bids received prior to the time of opening will be securely kept, unopened. The representative of the Purchasing Agent assigned to open them will decide when the specified time has arrived, and no bid received thereafter will be considered, except as provided in paragraph 4, General Conditions and Instructions to Bidders. No responsibility will attach to the Purchasing Agent or his or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered.
- 14. BID OPENING-**All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 68, General Conditions and Instructions to Bidders. Tabulations of bids received are posted on the Department of Purchasing & Supply Management Bulletin Board as well as the County's web site: <http://www.fairfaxcounty.gov/dpsm/solic.htm>. Proposals received in response to a Request for Proposal (RFP) will be made available as provided in paragraph 68, General Conditions and Instructions to Bidders.
- 15. OMISSIONS & DISCREPANCIES-**Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.
- Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.
- 16. RESPONSE TO SOLICITATIONS-**In the event a vendor cannot submit a bid on a solicitation, he or she is requested to return the solicitation cover sheet with an explanation as to why he or she is unable to bid on these requirements.

**17. BIDDER INTERESTED IN MORE THAN ONE BID-**If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.

**18. TAX EXEMPTION-**The County is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the County. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the County at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.

**19. PROHIBITION AGAINST UNIFORM PRICING-**The County Purchasing Agent shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

### SPECIFICATIONS

**20. QUESTIONS CONCERNING SPECIFICATIONS-**Any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids. No inquiries, if received by the Purchasing Agent within five (5) days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the County Purchasing Agent, will be expressed in the form of an addendum to the specification which will be sent to all prospective bidders no later than three (3) days before the date set for receipt of bids. Oral answers will not be authoritative.

**21. BRAND NAME OR EQUAL ITEMS-**Unless otherwise provided in the invitation for bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

**22. FORMAL SPECIFICATIONS-**When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

**23. FEDERAL SPECIFICATIONS-**Any Federal Specifications referred to herein may be obtained from the GSA Federal Supply Service Bureau - Specification Section, 470 East L'Enfant Plaza, S.W., Suite #8100, Washington, D.C. 20407 (Voice: 1-202-619-8925, Fax: 1-202-619-8978).

### AWARD

**24. AWARD OR REJECTION OF BIDS-**The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of performance of previous contracts or services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. The quality, availability and adaptability of the goods or services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of the conditions attached to the bid;
- j. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and



- k. Such other information as may be secured by the County Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of nonresponsibility, the County Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.

**25. NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-**A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- a. County of Fairfax Solicitation Form/Acceptance Agreement (Cover Sheet) and other documents which may be incorporated by reference, if applicable,
- b. General Conditions and Instructions to Bidders,
- c. Special Provisions and Specifications,
- d. Pricing Summary,
- e. Any Addenda/Amendments/Memoranda of Negotiations

**26. TIE-BIDS** – If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of readvertisement for bids, the County Purchasing Agent is authorized to award the contract to the resident Fairfax County tie bidder whose firm has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the County Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.

**27. PROMPT PAYMENT DISCOUNT-**

- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. In connection with any discount offered, time will be computed from the date of delivery of the supplies to the carrier when delivery, inspection and acceptance are at the point of origin; or, from date of delivery, inspection and acceptance at destination; or, from date correct invoice or voucher is received in the office specified by the County, if the latter is later than the date of acceptance. In the event the bidder does not indicate a prompt payment discount, it shall be construed to mean NET 30 days.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer.

**28. INSPECTION-ACCEPTANCE-**For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements. Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time.

**29. DEFINITE BID QUANTITIES-**Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.

**30. REQUIREMENT BID QUANTITIES-**On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

**CONTRACT PROVISIONS**

**31. TERMINATION OF CONTRACTS-**Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
- b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

**32. TERMINATION FOR CONVENIENCE-**A contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

**33. TERMINATION OF CONTRACT FOR CAUSE-**

- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, in addition to the County's remedies under the contract and all other rights available at law or in equity, the County shall have the right to immediately terminate this contract. Such termination shall be effected by delivering a notice of termination to the Contractor at any time specifying the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- b. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.

**34. CONTRACT ALTERATIONS**-No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or his or her authorized agent.

**35. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS**-It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.

**36. FUNDING**-A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.

**37. DELIVERY/SERVICE FAILURES**-Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

**38. NON-LIABILITY**-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract.

**39. NEW GOODS, FRESH STOCK**-All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design or pack.

**40. NON-DISCRIMINATION**-During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- e. Contractor and Subcontractor hereunder shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.

**41. SMALL AND MINORITY BUSINESS UTILIZATION**

- a. It is the policy of the County of Fairfax as declared by the Fairfax County Board of Supervisors' adoption of a Small and Minority Business Enterprise Program, April 6, 1981, that Fairfax County and its employees undertake every effort to increase opportunity for utilization of small or minority businesses in all aspects of procurement to the maximum extent feasible.
- b. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
- c. Where Federal grants or monies are involved it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the U.S. Office of Management and Budget Circular No. A-102, uniform administrative requirements for Grants and Cooperative Agreements with State and Local Governments, as they pertain to small and minority business utilization.

**42. GUARANTEES & WARRANTIES**-All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

**43. PRICE REDUCTION-**If at any time after the date of the bid the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. **FAILURE TO DO SO MAY REQUIRE TERMINATION OF THE CONTRACT.** Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the Purchasing Agent.

The Contractor, if requested, shall furnish, within ten days after the end of the contract period, a statement certifying either (1) that no general price reduction, as defined above, was made after the date of the bid, or (2) if any such general price reductions were made, that as provided above, they were reported to the Purchasing Agent within ten (10) days and ordering offices were billed at the reduced prices. Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

**44. CHANGES-**Should it become proper or necessary in the execution of this contract to make any change in design, or to make any alterations which will increase the expense, the Purchasing Agent shall determine an equitable adjustment. No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

**45. PLACING OF ORDERS-**Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card) executed and released by the Purchasing Agent or his or her designee. The Purchase Order must bear the appropriate contract number and date. Where Blanket Purchase Agreements (BPAs) have been executed and a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

#### **DELIVERY PROVISIONS**

**46. SHIPPING INSTRUCTIONS - CONSIGNMENT-**Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.

**47. RESPONSIBILITY FOR SUPPLIES TENDERED-**Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

**48. INSPECTIONS-**Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.

**49. COMPLIANCE-**Delivery must be made as ordered and in accordance with the solicitation or as directed by the Purchasing Agent when not in conflict with the bid. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See Special Provisions for the individual solicitation.

**50. POINT OF DESTINATION-**All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.

**51. ADDITIONAL CHARGES-**Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.

**52. METHOD AND CONTAINERS**-Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers, so constructed as to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.

**53. WEIGHT CHECKING**-Deliveries shall be subject to re-weighing over official sealed scales designated by the County. Payments shall be made on the basis of net weight of materials delivered. Normal shrinkage may be allowed in such instances where shrinkage is possible. Net weights only, exclusive of containers or wrapping, shall be paid for by the County.

**54. DEMURRAGE AND RE-SPOTTING**-The County will be responsible for demurrage charges only when such charges accrue because of the County's negligence in unloading the materials. The County will pay railroad charges due to the re-spotting of cars, only when such re-spotting is ordered by the County.

**55. REPLACEMENT**-Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.

**56. PACKING SLIPS OR DELIVERY TICKETS**-All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

1. The Purchase Order Number,
2. The Name of the Article and Stock Number (Supplier's),
3. The Fairfax County Identification Number (FCIN), if specified in the order,
4. The Quantity Ordered,
5. The Quantity Shipped,
6. The Quantity Back Ordered,
7. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

#### **BILLING**

**57. BILLING**-Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

#### **PAYMENTS**

**58. PAYMENT**-Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. Fairfax County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modifications thereto.

**59. PARTIAL PAYMENTS**-Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.

**60. PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING**-When equipment requires installation (which shall also be interpreted to mean erection and/or setting up or placing in position, service, or use) and test, and where such installation or testing is delayed, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

#### **GENERAL**

**61. GENERAL GUARANTY**-Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the County.
- e. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

**62. SERVICE CONTRACT GUARANTY**-Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the County may reduce the said services at any time.

- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. Fairfax County shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

**63. INDEMNIFICATION-**Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, theft, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

**64. OFFICIALS NOT TO BENEFIT-**

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

**65. LICENSE REQUIREMENT-**All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: [http://www.fairfaxcounty.gov/dta/business\\_tax.htm](http://www.fairfaxcounty.gov/dta/business_tax.htm). The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

**66. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**67. COVENANT AGAINST CONTINGENT FEES-**The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**68. VIRGINIA FREEDOM OF INFORMATION ACT-**All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (Reference Section 4.D., of the Fairfax County Purchasing Resolution)

**BIDDER/CONTRACTOR REMEDIES**

**69. INELIGIBILITY-**

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the

## County Purchasing Agent.

1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
  2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within thirty (30) days of receipt of the notice by instituting legal action as provided in the Code of Virginia.
- b. The County Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County contractor;
  3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
  4. Violation of contract provisions, as set forth below, of a character which is regarded by the County Purchasing Agent to be so serious as to justify suspension or debarment action:
    - (a) failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
    - (b) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension or debarment;
  5. Any other cause the County Purchasing Agent determines to be so serious and compelling as to affect responsibility as a contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
  6. The contractor has abandoned performance or been terminated for default on any other Fairfax County project;
  7. The contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the County Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

**70. APPEAL OF DENIAL OF WITHDRAWAL OF BID-**

- a. A decision denying withdrawal of a bid submitted by a bidder or offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4 a.9, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious, the sole relief shall be withdrawal of the bid.

**71. APPEAL OF DETERMINATION OF NONRESPONSIBILITY-**

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County contract shall be notified in writing by the County Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.
- b. If, upon appeal, it is determined that the decision of the County Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

**72. PROTEST OF AWARD OR DECISION TO AWARD-**

- a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the County

Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 3, Section 4, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4d of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror under Article 2, Section 4d, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The County Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.

- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The County Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the County Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

### **73. CONTRACTUAL DISPUTES-**

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the County Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the County Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

**74. LEGAL ACTION-**No bidder, offeror, potential bidder or offeror, or contractor shall institute any legal action until all statutory requirements have been met.

**75. COOPERATIVE PURCHASING-**The County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the request for proposal (RFP) or invitation for bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.

**76. PROFESSIONAL AFFILIATION-**The Department of Purchasing & Supply Management holds membership in the National Institute of Governmental Purchasing, Inc., a non-profit, educational and technical organization that includes among its goals and objectives the study, discussion, and recommendation of improvements in governmental purchasing and the interchange of ideas and experiences on local state, and national governmental purchasing problems.

**77. DRUG FREE WORKPLACE-**During the performance of a contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**78. VENUE:** This contract and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this contract or any performance hereunder, shall be brought in the applicable court of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.

**79. IMMIGRATION REFORM AND CONTROL ACT:** Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

**80. CONTRACTOR NOT TO BENEFIT:** Contractor agrees that the goods and/or services provided to Fairfax County pursuant to this Agreement are for the benefit of Fairfax County and that Contractor shall not undertake any actions or efforts stemming from or related to this Agreement that shall inure to the detriment of Fairfax County. Any information provided to the Contractor for the performance of this Contract shall not be used for any other purpose without the written consent of the Purchasing Agent.

**APPROVED:**

/S/ David P. Bobzien  
COUNTY ATTORNEY

/S/ Cathy A. Muse  
COUNTY PURCHASING AGENT



## RFP CHECKLIST

NAME OF OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

Name and addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: \_\_\_\_\_  
Telephone Number: (    ) \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Fiscal Representative: \_\_\_\_\_  
Telephone Number: (    ) \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

The following documents which are included in this Solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:

- A. County of Fairfax Acceptance Agreement (Cover Sheet, DPSM32)
- B. Special Provisions & Specifications
- C. Appendix A (General Conditions and Instructions to Bidders)
- D. Appendix B (RFP Checklist, Pricing summary & Instructions, BPOL Form, Debarment/Suspension Certification, Listing of Local Public Bodies, Business Classification Schedule, Subcontractor's Notification Form).
- E. Attachment A: Vendor Code of Conduct
- F. Attachment B: Contractor and Employee Certification Regarding Criminal Convictions
- G. Attachment C: Qualification and Reference Summary
- H. Attachment D: Pricing Summary

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Submission

## BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in:

Virginia	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Fairfax County	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- Date business began/will begin work in Fairfax County

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County.

---

---

---

---

---

---

---

---

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Complete and return this form or a copy of your current Fairfax County Business License with your proposal.**

### **CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to Fairfax County government, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

**Printed Name of Representative:** \_\_\_\_\_

**Signature/Date:** \_\_\_\_\_/\_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**SSN or TIN No:** \_\_\_\_\_

**Listing Of Local Public Bodies**

REFERENCE PARAGRAPH 29 OF THE SPECIAL PROVISIONS,"USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended to; a "blank" will signify a "NO" response:

	Alexandria Public Schools, VA		Manassas Park, Virginia
	Alexandria Sanitation Authority		Maryland-National Capital Park & Planning Commission
	Alexandria, Virginia		Maryland Transit Administration
	Arlington County, Virginia		Metropolitan Washington Airports Authority
	Arlington Public Schools, Virginia		Metropolitan Washington Council of Governments
	Bladensburg, Maryland		Montgomery College
	Bowie, Maryland		Montgomery County, Maryland
	Charles County Public Schools, MD		Montgomery County Public Schools
	College Park, Maryland		Northern Virginia Community College
	Culpeper County, Virginia		Omni Ride
	District of Columbia		Potomac & Rappahannock Trans. Commission
	District of Columbia Courts		Prince George's County, Maryland
	District of Columbia Public Schools		Prince George's County Public Schools
	DC Water and Sewer Authority		Prince William County, Virginia
	Fairfax County Water Authority		Prince William County Public Schools, VA
	Fairfax, Virginia (City)		Prince William County Service Authority
	Falls Church, Virginia		Rockville, Maryland
	Fauquier County Government and Schools, Virginia		Spotsylvania County Schools, Virginia
	Frederick, Maryland		Stafford County, Virginia
	Frederick County Maryland		Takoma Park, Maryland
	Gaithersburg, Maryland		Upper Occoquan Sewage Authority
	Greenbelt, Maryland		Vienna, Virginia
	Herndon, Virginia		Virginia Railway Express
	Leesburg, Virginia		Washington Metropolitan Area Transit Authority
	Loudoun County, Virginia		Washington Suburban Sanitary Commission
	Loudoun County Public Schools		Winchester, Virginia
	Loudoun County Sanitation Authority		Winchester Public Schools
	Manassas, Virginia		
	Manassas City Public Schools, Virginia		

**Complete and return this form with your proposal.**

\_\_\_\_\_  
Vendor Name

## **BUSINESS CLASSIFICATION**

### **DEFINITIONS**

**Small Business** – means a business, independently owned or operated by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

**Minority-Owned Business** - means a business concern that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

**Woman-Owned Business** – means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

**YOU MUST CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING** THE APPROPRIATE BOXES ON THE COVER SHEET (DPSM32). This designation is required of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc.

**Department of Financial Services / Office of Procurement Services**

8115 Gatehouse Road, Suite 4400

Falls Church, VA 22042-1203

<http://www.fcps.edu/fs/procurement>

Telephone: 571-423-3550 Fax: 571-423-3576

**FAIRFAX COUNTY  
PUBLIC SCHOOLS****SUBCONTRACTOR (S) NOTIFICATION FORM**

Contract Number/Title: \_\_\_\_\_

Prime Contractors Name: \_\_\_\_\_

Prime Contractor's Classification Code: \_\_\_\_\_ (from Business Classification Schedule)

You are required to provide the County with names, addresses, anticipated dollar amount and small/minority classification (use code numbers from previous page) of each first-tier subcontractor (ref. paragraph 31, Special Provisions). Please complete this form and return it with your bid package.

Please check here if you are not using a subcontractor: \_\_\_\_\_

SUBCONTRACTOR(S) NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	ANTICIPATED DOLLAR AMOUNT	VENDOR CLASSIFICATION

**Complete and return this form with your proposal. Contract award may not be made without it.**



**FAIRFAX COUNTY  
PUBLIC SCHOOLS**

**Department of Information Technology**

**Field Information Systems, Information Technology**  
4107 Whitacre Road  
Fairfax, VA 22032

**Vendor Code of Conduct and Expectations**

As an FCPS vendor, your employees will be expected to comply with section 9 of the FCPS Standards of Conduct Regulation # 4429.3.

**Standards of Conducts**

**Each vendor employee is expected to:**

- Comply with a reasonable request from an authorized FCPS employee (any Field Information Systems Supervisor, School-based Administrator, SBTS's)
- Report to work in appropriate clothing with required tools and equipment and in a condition that will permit performance of assigned duties.
- Refrain from any disorderly conduct.
- Exercise courtesy and tact in dealing with FCPS employees.
- Behave in a professional manner.
- Maintain a clean and neat personal appearance to the maximum practicable extent during working hours.
- Safeguard FCPS information.
- Exercise watchfulness in the performance of duties to identify potential hazards to protect fellow humans.
- Render full, efficient, and competent service.
- Comply with rules and regulations governing the business hours of work at any given FCPS building.

**The following conduct is prohibited and may subject the vendor to disciplinary action, including termination of services rendered:**

- Using any information received confidentially in the performance of duties as a means of making personal profit.
- Engaging in criminal, dishonest, immoral, or disgraceful conduct that brings the school system into disrepute; engaging in theft, or being convicted of a crime.
- Soliciting or accepting anything of value in return for performing or refraining from performing an official act.
- Using School Board facilities improperly; carelessly or willfully causing destruction of School Board property.
- Threatening or assaulting anyone; possessing a weapon on School Board property.
- Falsifying any record or report.
- Manufacturing, distributing, dispensing, possessing, consuming, using, or selling alcohol or illegal drugs, or taking part in the unauthorized use of prescription drugs on School Board property during normal work hours or while performing School Board business.
- Having alcohol, illegal drugs, unlawful prescription drugs, or drug metabolites in the body while on duty.
- Failing to adhere to the policies and regulations of Fairfax County Public Schools.
- Engaging in political campaigns while on duty.

**In addition to what is specified in Regulation 4429.3, all employees shall:**

- Sign in and out of the vendor/visitor log at the front office
- Park in a valid parking space
- Leave the work area in an undisturbed state and remove trash and old parts
- Only use the following URL's to test internet connectivity:

<http://fcpsnet.fcps.k12.va.us/index.shtml> for internal testing and  
<http://www.washingtonpost.com/> or  
<http://www.hp.com/> for external internet connectivity testing

**No other** web addresses shall be accessed unless directed by one of the above listed FCPS agents in the first bullet.

A meeting must be scheduled with the vendor Account Manager at a minimum every **3 months** to review the standards. Anytime there is a deletion of a name on the list above the Account Manager must notify our office in writing. Anytime there is an addition to the above vendor list, the new (vendor) employee and Account Manager must attend a meeting @ Field Information Systems to review and sign the Vendor Standard of Conduct and update the name in the master list.

The information above has been explained to me and I fully understand the contents and ramifications to me or the company I represent if I fail to comply.

Print Name: \_\_\_\_\_ Signed \_\_\_\_\_

Date: \_\_\_\_\_



## **CONTRACTOR AND EMPLOYEE CERTIFICATION REGARDING CRIMINAL CONVICTIONS**

This form must be completed by an authorized official for any organization contracting to provide services to the Fairfax County School Board, or any of its schools or departments. The completed form must be attached to or incorporated in the bid or contract document. In addition, each employee assigned to work with students under this contract (if any) must complete a copy of this form. The contractor will keep all employee certifications on file, and will produce them at the request of any Fairfax County Schools representative.

Check one of the boxes below, and then complete the rest of the form:

- ☐ As the official authorized to enter this contract on behalf of my organization, I am certifying to the information on this form on behalf of myself and all of my organization's employees who will be in the presence of students during the performance of this contract.
- ☐ As an employee who will be providing services directly to students under this contract, I am certifying to the information on this form only for myself.

I certify that (i) I have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child and (ii) unless expressly disclosed below, I have not been convicted of a crime of moral turpitude.

I understand that a materially false statement regarding this certification is a class 1 misdemeanor and that conviction of such misdemeanor may result in the revocation of the contract with the Fairfax County School Board and of any related license that I may hold. I declare under penalty of perjury that the foregoing statement is true and correct.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (please type or print)

\_\_\_\_\_  
Date

I have been convicted of the following crimes of moral turpitude. Crimes of moral turpitude are typically those that involve forgery, lying, cheating or stealing, such as making false statements and petit larceny.

Date of Crime Court)	Name of Person Convicted *	Description of Crime	Court (e.g. Fairfax County Circuit
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\* Complete this column if the contracting official is reporting on the convictions of the organization's employees, as well as his or her own. Leave this column blank if the individual completing the form is certifying only his or her own convictions.

## QUALIFICATION AND REFERENCE SUMMARY

All Offerors are required to submit the following:

- A. The Offeror shall have been in the business of providing the products and/or services offered for at least five years prior to the closing date of the RFP with K-12 school districts and local governments.

Years of experience \_\_\_\_\_

- B. The Offeror must provide a minimum of three references from K-12 school districts and local governments (at least one from each) preferably from a County or a School equivalent in size to Fairfax County and FCPS.

**Reference 1:** Company: \_\_\_\_\_

Address: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Current Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Please describe service provided: \_\_\_\_\_

Length of Engagement: \_\_\_\_\_

**Reference 2:** Company: \_\_\_\_\_

Address: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Current Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Please describe service provided: \_\_\_\_\_

Length of Engagement: \_\_\_\_\_

**Reference 3:**

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Current Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Please describe service provided: \_\_\_\_\_

Length of Engagement: \_\_\_\_\_

## PRICING SUMMARY

**PART I - HARDWARE** Offeror must specify a nationally recognized price list from which the listed percentage discount will be applied (Reference Special Provisions, Paragraph 14)

<b>PERCENTAGE DISCOUNT:</b>	
<b>Dell Products</b>	_____ %
<b>Item Description</b> For evaluation purposes only, Offeror must include a unit price for the sample configurations attached hereto. The unit price listed must reflect the percentage discount listed above. Offerors may provide additional pricing or discounts, separately.	<b>Unit Price</b>
Dell Laptop Computer Sample Product	\$ _____
<b>HP Products</b>	_____ %
<b>Item Description</b> For evaluation purposes only, Offeror must include a unit price for the sample configurations attached. The unit price listed must reflect the percentage discount listed above. Offerors may provide additional pricing or discounts, separately.	<b>Unit Price</b>
HP Standard Business Desktop Sample Product	\$ _____
HP Workstation Class Desktop Sample Product	\$ _____
HP Network Server Sample Product	\$ _____
HP Database Network Server Sample Product	\$ _____

**VALUE-ADDED & RELATED SERVICES:** Please provide pricing, if any for the value-added services as described in Special Provisions, Paragraph 9.

Item Description	Unit Price
Installation	\$ _____
Imaging	\$ _____
Training	\$ _____
Consultation	\$ _____

## **FCPS CURRENT STANDARD SPECIFICATIONS/SAMPLE PRODUCTS LIST**

For purposes of evaluating the discount provided in the Pricing Schedule, Offeror's shall include a price for the following sample product configurations based on the discount provided.

### **Laptop Computer – SAMPLE PRODUCT:**

- a) Processor: Intel VPro
- b) Processor Model: 3320M or better
- c) Processor Speed: 2.86 GHz or higher
- d) Cache: 3 MB L2 cache (integrated or installed)
- e) Memory: 4 GB RAM; DDR3-1600 MHz SDRAM, 2 DIMM
- f) Video Memory: Nvidia NVS5200M discreet graphic with Optimus or equivalent
- g) DIMM Slots: 2 (minimum)
- h) Hard Drive: 320 GB or larger (7200 rpm minimum)
- i) Video Controller: Integrated video controller with SVGA
- j) Audio: Sound card, 2 built in stereo speakers
- k) Mouse: Microsoft compatible USB optical mouse
- l) Keyboard: 87-key QWERTY layout
- m) DVD/CDRW Drive: Dual layer 8X DVD+/- R/W with CD ROM combination drive or equivalent
- n) Network Card: 100/1000 Ethernet or better (integrated)
- o) Mgt. Feature: DMI 2.0 compliance (mandatory)
- p) I/O: 3 USB to include at least 1 USB v3 (minimum);
- q) PC Card Slot(s): Multimedia card reader
- r) Chassis: ~6 lbs or lighter
- s) O/S license: Microsoft Windows 7 Enterprise
- t) Certification: FCC Class B; Windows 7
- u) Headphone: Compatible with Sound card
- v) Screen Size: 14" or larger TFT XGA display (with resolution of 1366 x 768 or better) anti-glare LED backlit
- w) Camera/Microphone: Built-in light sensitive webcam and noise cancelling microphone
- x) Hard Disk Image: Customized hard disk image containing the operating system software and specific application software as provided to the contractor by FCPS
- y) Battery: Customer replaceable main battery with an optional secondary battery. Batteries should be "Smart" long life battery (minimum 4 hours of operation on a full charge) and have a rapid charge capability.
- z) Wireless Card FCPS requires an integrated wireless card which is compliant with IEEE 802.11g/n and 802.11a standards, and has interoperability within the 2.4GHz band to 802.11b networks. This component must support key security features including Wi-Fi Protected Access (WPA), WPA2 and 802.1x and be Cisco Compatible with Cisco Compatible Extensions version 4 certification.
- aa) Additional: Port replicator/docking station
- bb) Additional: Second, mobile AC Adapter

(Sample product pricing would include operating system license, software media, and documentation in the hardware shipment).

**Standard Business Desktop –SAMPLE PRODUCT**

- a) CPU – Intel i5, 3.2GHz RAM – 4 Gb, DDR3-1600, 2 DIMM
- b) HARD DRIVE – 500 GB 7200 rpm SATA
- c) CACHE – 6MB L2 Cache integrated into the processor cartridge
- d) FLASH BIOS – 2 Mb Flash memory for System BIOS, Setup Plug and Play, DMI 2.0, SMBIOS 2.2 Support
- e) GRAPHICS –discreet graphics with dual monitor support
- f) AUDIO – Integrated full duplex
- g) READ/WRITE DRIVE – Built in dual layer 16X DVD+/- R/W with CD\_ROM R/W
- h) NETWORK INTERFACE CARD – Integrated 100/1000 with ACPI Wakeup On LAN Support
- i) I/O Connectors – 8 USB to include at least one USB v3, 1 Serial
- j) EXPANSION BUS ARCHITECTURE – PCI and PCIX
- k) CHASIS – micro tower or small form factor chassis
- l) MONITOR – 19" flat panel monitor, 1024 x 768 resolution or better
- m) USB KEYBOARD – 103 key QWERTY layout
- n) USB MOUSE – 2 button optical mouse with scroll wheel
- o) FACTORY INSTALLED OPERATING SYSTEM – Microsoft Windows 7 Enterprise (Workstation will be certified by Offeror to run the operating system.)  
(Sample product pricing would include operating system license, software media, and documentation in the hardware shipment).

**Workstation Class Desktop – SAMPLE PRODUCT**

- a) CPU – Intel i7-3470, 3.4 GHz RAM – 8GB, DDR3-1600, 2x4 DIMM
- b) HARD DRIVE – 500GB 7200 RPM SATA
- c) CACHE – 8 Mb L2 Cache integrated into the processor cartridge
- d) FLASH BIOS – System BIOS, DMI 2.0.1, SMBIOS 2.7.1
- e) GRAPHICS – NVIDIA discreet video with minimum 1 GB, 2D and 3D application support, ability to support dual monitor
- f) AUDIO – Integrated
- g) SATA CONTROLLER
- h) READ/WRITE DRIVE – Built-in dual layer 16X DVD+/- R/W CD\_ROM R/W
- i) NETWORK INTERFACE CARD – Integrated 100/1000 Mb PCI with Wake on LAN Support
- j) I/O Connectors – 8 USB to include at least one USB v3, 1 Serial
- k) EXPANSION BUS ARCHITECTURE – PCI, PCIX, USB
- l) CHASIS – micro tower or small form factor chassis
- m) MONITOR – 21" flat panel Monitor, with 1024 x 768 resolution or better
- n) USB KEYBOARD – 103 keys with QWERTY layout
- o) USB MOUSE – 2 button optical mouse with scroll wheel
- p) FACTORY INSTALLED OPERATING SYSTEM – Microsoft Windows 7 64-bit Enterprise (Workstation will be certified by Offeror to run the operating system.)  
(Sample product pricing would include operating system license, software media, and documentation in the hardware shipment).

**Network Server – SAMPLE PRODUCT**

- a) POWER – Dual 750 Watt minimum power supplies with redundant internal fans
- b) CPU – Dual Xeon Multicore Processor
- c) NETWORK INTERFACE CARDS – One 10 Gb and one 1 Gb
- d) OPERATING SYSTEM(S) – Windows 2008 Server R2
- e) MONITOR – 17" flat panel rack mountable with keyboard and mouse
- f) RAM – 16.0 GB. 2 GB Controller Cache current standard spec FCPS
- g) 8/10 Gb Host Bus Adapter FC
- h) FILE SYSTEM – NTFS
- i) MAINTENANCE – 5 Year, 24/7, 4 hour on-site, parts & labor included

- j) HARD DRIVE – Four 300Gb
- k) DVD Optical Drive
- l) ADDITIONAL HARDWARE REQUIREMENTS – 2Gb Storage Array Controller. Rack mountable rails Minimum 3 Open Slots to facilitate system expansion. HBAs
- m) Integrated Lights Out Server Management
- n) USB KVM Interface adaptors
- o) Must support VM Ware

**DATABASE Network Server– SAMPLE PRODUCT**

- a) POWER – Redundant, UPS. Two power supplies, no “Y” cords.
  - b) CPU – Quad 1.5 GHz
  - c) NETWORK INTERFACE CARDS – Dual Ethernet 1000 Base-T
  - d) OPERATING SYSTEM(S) – Solaris (latest release)
  - e) MONITOR – Rack mountable with 17” flat panel monitor, keyboard and mouse
  - f) RAM – 16.0 GB. 2 GB Controller Cache current standard spec FCPS
  - g) HARD DRIVE - Two 36GB 15000 RPM if with HDAs or six/144GB, 1500 RPM if no HDA
  - h) FILE SYSTEM – NTFS
  - i) MAINTENANCE – 5 Year, 24/7, 4 hour on-site, parts & labor included
  - j) ADDITIONAL HARDWARE REQUIREMENTS – Raid Controller. Rack mountable rails. Minimum 3 Open Slots to facilitate system expansion. DVD-ROM & tape drive (DDS-4)
- (Sample product pricing would include operating system license, software media, and documentation in the hardware shipment).

## PRICING SUMMARY

### PART II SERVICE AND REPAIRS

<b>NETWORK SERVER EQUIPMENT</b>				
<b>Specifications based on Paragraph 7.3 the Special Provisions.</b>				
<b>Service Level</b>	<b>Response Time</b>	<b>Completion Time</b>	<b>Hourly Rate Non-Warranty</b>	<b>Hourly Rate Warranty</b>
Critical	4 hours	8 hours	\$	\$
High	8 working hours	16 working hrs	\$	\$
Medium	8 working hours	40 working hrs	\$	\$
Low	5 working days	30 working days	\$	\$
Depot Service		48 working hours	\$	\$
<b>Note to Offerors: Response to this item is OPTIONAL.</b> Contractor Can_____ Cannot_____ meet response and completion time requirements for After Hours/Mission Critical, Emergency, Serious, Routine and Depot. If the Contractor <u>CANNOT</u> meet response/completion times as specified for Emergency, Serious, Routine and Depot, the Contractor shall indicate what response and completion times <u>CAN</u> be provided for After Hours/Mission Critical, Emergency, Serious, Routine and Depot. The response and completion times will be a factor in making award herein. (Reference paragraph 7.3 of the Special Provisions for more information.)				
<b>INTEL ARCHITECTURE PC's AND PERIPHERALS</b>				
<b>Specifications based on Paragraph 7.3 of the Special Provisions.</b>				
<b>Service Level</b>	<b>Response Time</b>	<b>Completion Time</b>	<b>Hourly Rate Non-Warranty</b>	<b>Hourly Rate Warranty</b>
Critical	4 hours	8 hours	\$	\$
High	8 working hours	16 working hrs	\$	\$
Medium	8 working hours	40 working hrs	\$	\$
Low	5 working days	30 working days	\$	\$
Depot Service		48 working hours	\$	\$
<b>Note to Offerors: Response to this item is OPTIONAL.</b> Contractor Can_____ Cannot_____ meet response and completion time requirements for After Hours/Mission Critical, Emergency, Serious, Routine and Depot. If the Contractor <u>CANNOT</u> meet response/completion times as specified for Emergency, Serious, Routine and Depot, the Contractor shall indicate what response and completion times <u>CAN</u> be provided for After Hours/Mission Critical, Emergency, Serious, Routine and Depot. The response and completion times will be a factor in making award herein. (Reference paragraph 7.3 of the Special Provisions for more information.)				

## PRICING SUMMARY

### PART III PARTS

Offeror must specify a nationally recognized or industry standard price list from which the listed percentage discount will be applied. Products listed are examples of products purchased and used to verify percentage discount. Offeror must include a URL for the price list from which the listed percentage discount will be applied. (Reference Special Provisions Paragraph 14)

<b>PERCENTAGE DISCOUNT:</b>		
<b>NEW HP- Compaq Replacement Parts</b>  <b><u>DELIVERY:</u></b> Delivery is required within five (5) business days After Receipt of Order (ARO) for stocked items, and fifteen (15) business days ARO for non-stocked items. (Ref: Special Provisions, Paragraph 8.5)  a. Stocked items: _____ days after receipt of order b. Non-Stocked/Out of Stock Items: _____ days after receipt of order	_____%	
<b>Item Description</b> For evaluation purposes only, Offeror must include a unit price for the sample parts below. The unit price listed must reflect the percentage discount listed above. Offerors may provide additional pricing or discounts, separately.	<b>Unit of Measure</b>	<b>Unit Price</b>
BOARD,SYSTEM(6000ProMT/6080ProMT/6000ProSFF) 531965-001	Each	\$ _____
POWER SUPPLY (6200PRO SFF) 613762-001	Each	\$ _____
SYSTEM BOARD (6200Pro) 615114-001	Each	\$ _____
MEMORY 2GB PC3 (6200PRO SFF) 635803-001	Each	\$ _____
HARD DRIVE, 146GB, SAS DUAL PORT, SERVER 418399-001	Each	\$ _____
SUPPLY, POWER (DL380G4) 406393-001	Each	\$ _____
<b>PERCENTAGE DISCOUNT:</b>		
<b>NEW Dell Replacement Parts</b>  <b><u>DELIVERY:</u></b> Delivery is required within five (5) business days After Receipt of Order (ARO) for stocked items, and fifteen (15) business days ARO for non-stocked items. (Ref: Special Provisions, Paragraph 8.5)  a. Stocked items: _____ days after receipt of order b. Non-Stocked/Out of Stock Items: _____ days after receipt of order	_____%	



Item Description For evaluation purposes only, Offeror must include a unit price for the sample parts below. The unit price listed must reflect the percentage discount listed above. Offerors may provide additional pricing or discounts, separately.	Unit of Measure	Unit Price
MOTHERBOARD (E6420) 250CM	Each	\$_____
DRIVE, HARD, 2.5, 250GB (E6410) XDNFF	Each	\$_____
LCD,14.0HDF,LED,LVDS,AG,CMI,(E6420) KJ303	Each	\$_____
Palmrest Assy( E6420) 8X6FV	Each	\$_____
KEYBOARD US-ENGLISH W/O BACKLIT(E6420) C7FHD	Each	\$_____
MODULE, MEMORY, 2GB, 256X64 (E4300/E6410) H299F	Each	\$_____
BATTERY, LAPTOP, 60WH (E6410) RG049	Each	\$_____
<b>PERCENTAGE DISCOUNT:</b>		
<b>NEW Replacement Parts</b>  <b>DELIVERY:</b> Delivery is required within five (5) business days After Receipt of Order (ARO) for stocked items, and fifteen (15) business days ARO for non-stocked items. (Ref: Special Provisions, Paragraph 8.5)  a. Stocked items:_____ days after receipt of order b. Non-Stocked/Out of Stock Items:_____ days after receipt of order	_____ %	
Item Description For evaluation purposes only, Offeror must include a unit price for the sample parts below. The unit price listed must reflect the percentage discount listed above. Offerors may provide additional pricing or discounts, separately.	Unit of Measure	Unit Price
Generic 3.5 250GB SATA HD Western Digital WD2500AAKX	Each	\$_____
Generic 3.5 160GB IDE HD Western Digital WD1600AAJB	Each	\$_____
PCI Video Graphics Card Jaton GEFORCE8400GS VCG84DMS1D	Each	\$_____
PCI Video Graphics Card Jaton GEFORCE8400GS VCG84DMS1D	Each	\$_____
1GB PC2-4200 Memory DIMM (PC) Edge PE197711	Each	\$_____

512MB 168 PIN PC133 Memory DIMM (laptop) Edge PE149345	Each	\$_____
DVD RW SATA drive LiteOn IHAS424-98	Each	\$_____
<b>PERCENTAGE DISCOUNT:</b>		
<b>Remanufactured/Refurbished Replacement Parts</b>  <b>DELIVERY:</b> Delivery is required within five (5) business days After Receipt of Order (ARO) for stocked items, and fifteen (15) business days ARO for non-stocked items. (Ref: Special Provisions, Paragraph 8.5)  a. Stocked items:_____ days after receipt of order b. Non-Stocked/Out of Stock Items:_____ days after receipt of order		
<b>Item Description</b> For evaluation purposes only, Offeror must include a unit price for the sample parts below. The unit price listed must reflect the percentage discount listed above. Offerors may provide additional pricing or discounts, separately.	<b>Unit of Measure</b>	<b>Unit Price</b>
BOARD, SYSTEM (DC5000MT & SFF) 360427-001	Each	\$_____
SUPPLY, POWER (DC5100MT) 366307-001	Each	\$_____
LCD, WXGA (E6400) C384H	Each	\$_____
KEYBOARD (D610) P1968	Each	\$_____
MOTHERBOARD (D610) M8333	Each	\$_____
<b>PERCENTAGE DISCOUNT:</b>		
<b>APC Parts</b>  <b>DELIVERY:</b> Delivery is required within five (5) business days After Receipt of Order (ARO) for stocked items, and fifteen (15) business days ARO for non-stocked items. (Ref: Special Provisions, Paragraph 8.5)  a. Stocked items:_____ days after receipt of order b. Non-Stocked/Out of Stock Items:_____ days after receipt of order		
<b>Item Description</b> For evaluation purposes only, Offeror must include a unit price for the sample parts below. The unit price listed must reflect the percentage discount listed above. Offerors may provide additional pricing or discounts, separately.	<b>Unit of Measure</b>	<b>Unit Price</b>
SUA1500RM2U Rack Mount UPS	Each	\$_____

RBC24 Battery Replacement	Each	\$ _____
<p><b>Percentage Discount for Products Not Listed in previous tables.</b></p> <p><b>The discount(s) will be applied to prices at the time of any applicable orders for items not listed above.</b></p>		
<u>Manufacturer &amp; Brand Name</u>       	<u>% Discount</u>       	